Received by NSD/FARA Registration Unit 01/19/2019 4:08:59 PM OMB No. 1124-0006; Expires May 31, 2020

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant	•	2. Registration	No.
Venable LLP 600 Massachusetts Avenue, NW, Washington, DC 20001		5931	
3. Name of Foreign Principal	4. Principal Address of Foreign Princip	al	-
Greenberg Traurig, LLP on behalf of the Republic of Turkey	Embassy of the Republic of Turkey 2525 Massachusetts Ave, NW Washington, DC 20008		
5. Indicate whether your foreign principal is one of the follow	ving:		
■ Government of a foreign country ¹	• •		
☐ Foreign political party			
☐ Foreign or domestic organization: If either, check	one of the following:	•	
Partnership [☐ Committee		
NT 7	☐ Voluntary group		
	Other (specify)		
☐ Individual-State nationality			
6. If the foreign principal is a foreign government, state: a) Branch or agency represented by the registrant		A CONTRACT OF THE PARTY OF THE	
Embassy of the Republic of Turkey			
b) Name and title of official with whom registrant of	ieals		
Ambassador Serdar Kilic (via Greenberg Traurig	, LLP on behalf of the Republic of Turkey)		
 7. If the foreign principal is a foreign political party, state: a) Principal address N/A 			
b) Name and title of official with whom registrant	deals		
		•	

I "Government of a foreign country," as defined in Section I(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

FORM NSD-3

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In accordance w	ith 28 U.S.C. § 1746, the unforth in this Exhibit A to the	dersigned swears or	affirms under per	nalty of perjur	y that he/she h	as read the
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Date of Exhibit A	Name and Title	,	Sig	mature		
	Bart Stupak, Partner	:				
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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at https://www.fara.gov.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 et seq., for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: https://www.fara.gov. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: https://www.fara.gov.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Na	ame of Registrant	2. Registration No.
Ver	nable LLP	5931
3. Na	ame of Foreign Principal	
Gre	eenberg Traurig, LLP on behalf of the Republic of	Turkey
	C	heck Appropriate Box:
4. 🗷	The agreement between the registrant and the ab- checked, attach a copy of the contract to this exh	ove-named foreign principal is a formal written contract. If this box is libit.
5. 🔲	foreign principal has resulted from an exchange	registrant and the foreign principal. The agreement with the above-named of correspondence. If this box is checked, attach a copy of all pertinent proposal which has been adopted by reference in such correspondence.
6. □	contract nor an exchange of correspondence betw	istrant and the foreign principal is the result of neither a formal written ween the parties. If this box is checked, give a complete description below of r understanding, its duration, the fees and expenses, if any, to be received.
7. De	escribe fully the nature and method of performance	e of the above indicated agreement or understanding.
	ovide government relations services which may i	include outreach to the United States Congress and the federal

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Provide government relations services which may include outreach to the United States Congress and the federal government. 9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and the footnote below? Yes E No If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. Provide government relations services which may include outreach to the United States Congress and the federal government. EXECUTION In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that contents are in their entirety true and accurate to the best of his/her knowledge and belief. Date of Exhibit B Name and Title Signature	8. Describe fully the	activities the registrant	engages in or pro	poses to eng	age in on beh	alf of the abo	ve foreign pr	incipal.	
9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(a) of the Act and the footnote below? Yes No		ent relations services v	vhịch may includ	e outreach t	o the United	States Congi	ress and the f	ederal	
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Bart Stupak, Partner		Bart Stupak, Partne	r .		,				

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January 9, 2019

The Honorable Bart Stupak
Partner
Venable LLP
600 Massachusetts Avenue, NW
Washington, DC 20001

Dear Congressman Stupak:

Greenberg Traurig LLP ("Greenberg") has been engaged by the Government of the Republic of Turkey ("Turkey") to provide, as an independent contractor, lobbying and government relations services to Turkey, in accordance with the provisions of an agreement between Turkey and Greenberg ("Services Agreement"). An executed copy of the Services Agreement is attached as Appendix 1. The provisions of the Services Agreement are incorporated herein and made a part hereof.

With this agreement, Greenberg is engaging Venable LLP ("Venable") to provide, as a subcontractor to Greenberg, certain of the services that are to be provided by Greenberg to Turkey in accordance with the provisions of the Services Agreement. The services to be provided by Venable consist of the services identified and described in Appendix 2 and such other services as Greenberg and you may agree from time to time.

The term of Venable's engagement as a subcontractor is February 1, 2019 until December 31, 2019. The engagement may be terminated by Greenberg or by you at any time by notice delivered to the other 14 days in advance of the effective date of termination.

As compensation for the services rendered by Venable during the period of your engagement, Greenberg will pay Venable an annual total of \$270,000.00, payable quarterly in four equal installments as specified in the attached Services Agreement. The amount of the fees payable to Venable in or for any month in which the termination of the engagement occurs will be prorated on the basis of the number of days in that month prior to the effective date of termination.

Greenberg and Turkey, in accordance with the provisions of the Services Agreement, have agreed the amounts due as fees for services performed by Greenberg and by Venable as a subcontractor to Greenberg will be paid to Greenberg by Turkey in four installments. Venable agrees that the obligation of Greenberg to make quarterly payments is contingent upon the receipt of payment from Turkey. The fees due Venable as compensation for the services rendered in each period or portion thereof will be paid to you by Greenberg not more than ten days after the receipt by Greenberg from Turkey of the amount due as fees for services rendered by Greenberg and by you in that period.

GREENBERG TRAURIG, LLP • ATTORNEYS AT LAW • WWW.GTLAW.COM
2101 L Street, N.W. • Suite 1000 • Washington, D.C. 20037 • Tel 202.331,3100 • Fax 202.331,3101

Unless and except as Greenberg and Venable otherwise agree, all costs and expenses incurred by you in the performance of the services to be provided by you in the period of your engagement will be borne and paid by you.

The relationship between Greenberg and you will be that of independent contractor and not that of partners, joint venturers, principal and agent or otherwise. Without the prior consent of the other, neither will be authorized to bind or obligate the other or, except as provided herein and in the Services Agreement, to act for or on behalf of the other.

Venable has represented to Greenberg that Venable's engagement by Greenberg, and the performance of the services to be rendered by Venable as a subcontractor, do not and will not constitute a default or breach of the provisions of any agreement or contract between Venable and any other person or a violation of any fiduciary or other obligation or duty of Venable to any other person.

In the event of any dispute arising under or related to this agreement, Venable and Greenberg Traurig agree to submit the Matter to a single arbitrator in Washington, DC selected by the two parties, and if no agreement can be reached then an arbitrator selected by the American Arbitration Association ("AAA"). The arbitration is to be conducted in accordance with Commercial Arbitration Rules of the AAA, using the law of the District of Columbia (other than its conflict laws), and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that arbitration under this paragraph shall provide the exclusive means for resolving any dispute arising under or relating to this agreement, including the services performed thereunder.

Venable agrees to comply with and to be bound by all of the provisions of the Services Agreement that are applicable to Venable as a subcontractor to Greenberg.

All notices, consents, and other communications by, to and between Greenberg and Venable hereunder will be in writing and will be deemed to have been given or delivered and received when personally delivered, or when delivered, and receipt confirmed, by a nationally recognized overnight courier service, when mailed by certified mail, postage prepaid and return receipt requested, or when transmitted, and receipt confirmed, by facsimile or electronic mail to Greenberg Traurig LLP at 2101 L Street, NW, Suite 1000, Washington, DC 20037, Facsimile Number (202) 331-3101 or Email Address: mangasr@gtlaw.com Attention: Robert Mangas, and to The Honorable Bart Stupak, Venable LLP at 600 Massachusetts Avenue, NW, Washington, DC 20001, or Email Address: bstupak@Venable.com, or to either at such other address, facsimile number or email address as may be specified by notice to the other.

Neither Greenberg nor Venable may assign the agreements contained herein or any interest therein without the consent of the other.

This letter contains all of the agreements between Greenberg and Venable with respect to Venable's engagement as a subcontractor to Greenberg.

The invalidity or unenforceability of any provision of any of the agreements contained herein will not affect the validity or enforceability of any other provision.

These agreements will be performed in the District of Columbia and will be construed and enforced in accordance with the laws thereof than its rules with respect to conflicts of law.

The foregoing agreements and the rights and obligations of each of Greenberg and Venable thereunder will survive the termination of Venable's engagement as a subcontractor to Greenberg and will be binding upon and inure to the benefit of each of Greenberg and Venable and its respective affiliates, successors and assigns.

Please acknowledge your approval and acceptance of the foregoing agreements by executing and returning to me one of the enclosed copies of this letter. This letter, when executed by you and returned to me, will constitute a binding agreement between Greenberg Traurig and Venable that will be enforceable in accordance with its terms and that cannot be modified or amended or terminated except by written instrument executed by Greenberg Traurig and Venable.

Sincerely,

Robert Mangas

Shareholder, Greenberg Traurig LLP

The Honorable Bart Stupak hereby acknowledges his approval and acceptance of the foregoing agreements between Venable LLP and Greenberg Traurig LLP.

D	ate:			

y: _____

The Honorable Bart Stupak

Partner

Venable LLP

Appendix 1

SERVICES AGREEMENT

THIS AGREEMENT is made between the Government of the Republic of Turkey ("Turkey"), a foreign sovereign, and Greenberg Traurig LLP ("Greenberg").

- 1. Term: This Agreement shall be for one year, commencing 1 February 2019 and expiring 31 December 2019. Its terms may be renewed for additional successive one-year periods upon the explicit written assent of both parties.
- 2. <u>Services</u>: Greenberg agrees to provide lobbying and government relations services to Turkey, which shall consist of those services ordinarily and customarily provided in representing a foreign sovereign before the United States Congress and Executive Branch. These services shall include, but not be limited to:
 - (a) Proposing and pursuing passage of legislation and other U.S. government action that promotes Turkey's interests and provides a positive image of Turks, Turkey, and the United States-Turkey relationship;
 - (b) Preserving and enlarging the Congressional Caucus on Turkey and Turkish Americans:
 - (c) Educating Members of Congress and the Administration on issues of importance to Turkey;
 - (d) Promptly notifying Turkey of any action in Congress or the Executive Branch on issues of importance to Turkey;
 - (e) Preparing brief analyses of developments in Congress and the Executive Branch on particular issues of concern to Turkey;
 - (f) Identifying official gatherings and social events to which Embassy personnel ought attend, including to the extent possible, obtaining the necessary invitations;
 - (g) Identifying and/or arranging speaking engagements locally and nationally for Embassy personnel or their appointed or suggested proxies in settings that will improve Turkey's image and advance its causes on Capitol Hill. Such would be, if so directed by Turkey, coordinated with Turkey's existing public relations service provider[s]; and
 - (h) Maintaining and forging alliances with other interest groups whose goals are similar to or shared by Turkey.

3. Personnel and Other Service Providers:

- (a) Except as noted below, Greenberg shall compose its own team to achieve the best possible results in providing the services described above. It will provide Turkey at the earliest possible date a list of personnel, including an indication of their areas of expertise and/or how they will be utilized. This list will be updated from time to time as required.
- (b) Greenberg will retain the services of Capitol Counsel, LLC to serve as a subcontractor on this matter according to the following terms:
 - i. Term of Subcontract: The subcontract shall commence on 1 February 2019 and expire 31 December 2019, subject to subsequent renewal upon the mutual assent of the parties.
 - ii. Fees for Subcontractor: Capitol Counsel, LLC shall be paid a fee of \$ for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to Greenberg (clause 4 below). Greenberg is responsible for disbursing the fees to Capitol Counsel LLC on a regular basis.
 - iii. It is understood that Capitol Counsel, LLC shall have the same obligations as Greenberg in this Agreement and that Greenberg and Capitol Counsel, LLC have pledged to work together amicably.
- (c) Greenberg will retain the services of LB International Solutions LLC to serve as subcontractors on this matter according to the following terms:
 - i. Term of Subcontract: The subcontract shall commence on 1 February 2019 and expire 31 December 2019, subject to subsequent renewal upon the mutual assent of the parties.
 - ii. Fees for Subcontractors: LB International Solutions LLC shall be paid a fee of \$ for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to Greenberg (clause 4 below). Greenberg is responsible for disbursing the fees to LB International Solutions LLC on a regular basis.
 - iii. It is understood that LB International Solutions LLC shall have the same obligations as Greenberg in this Agreement and that Greenberg and LB International Solutions LLC have pledged to work together amicably.

- (d) Greenberg will retain the services of Venable LLP to serve as a subcontractor on this matter according to the following terms:
 - i. Term of Subcontract: The subcontract shall commence on 1 February 2019 and expire 31 December 2019, subject to subsequent renewal upon the mutual assent of the parties.
 - ii. Fees for Subcontractor: Venable LLP shall be paid a fee of \$270,000.00 for the term. The fees of the subcontractor shall be borne by Turkey and provided for in the fees remitted to Greenberg (clause 4 below). Greenberg is responsible for disbursing the fees to Venable on a regular basis.
 - iii. It is understood that Venable shall have the same obligations as Greenberg in this Agreement and that Greenberg and Venable have pledged to work together amicably.
- (e) Greenberg may retain the services of additional subcontractors and consultants as deemed necessary to assist the firm. Such additional subcontractors and consultants may be retained and terminated at Greenberg's discretion. Greenberg shall be solely responsible for compensating any such additional subcontractors and consultants.
- (f) Should for any reason Turkey request that Greenberg discontinue the services of any subcontractor named in this Agreement, Greenberg shall immediately terminate the relevant subcontract, applying the same terms described in Item 6 below.
- (g) Greenberg agrees to share information and work amicably with Turkey's other service providers as identified by the Turkish Embassy.
- 4. Fees: Turkey agrees to pay Greenberg a total of \$1,538,000.00 in US dollars for the services described in this Agreement to be performed by Greenberg, the subcontractors listed above, and any additional subcontractors that it may retain. The payments to Greenberg shall be made in the following installments: \$384,500 no later than 31 March 2019; \$384,500 no later than 30 June 2019; \$384,500 no later than 30 September 2019; and \$384,500 no later than 31 December 2019. Prior to these payments, Greenberg shall submit a written report to Turkey about its work during the preceding period as described in Section (7) below.
- 5. <u>Additional Costs and Expenses</u>: Should Greenberg incur extraordinary costs and expenses on Turkey's behalf that are not otherwise contemplated in the fees described above, Turkey shall reimburse these costs provided that Turkey gives explicit advance approval.

6. <u>Termination</u>:

- (a) This Agreement shall terminate upon its natural expiration if not renewed.
- (b) Either party may terminate this Agreement at any time prior to its natural expiration subject to fourteen (14) days advance written notice. In this event, Turkey shall pay Greenberg its pro-rata share of earned fees apportioned on a daily basis through the end of the notice period.
- (c) Should this Agreement terminate prior to its natural expiration, any fees paid to Greenberg by Turkey that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by Greenberg to Turkey.
- 7. Monthly Reporting and Quarterly Performance Assessment: Greenberg shall provide monthly a written report to Turkey succinctly describing its work on Turkey's behalf. Such reports need not include calculations of the time spent by the individual members of the Greenberg team. Further, every three months, or as often as Turkey may desire, Greenberg shall present to Turkey a written assessment of its performance during the preceding period. If, upon reviewing the assessment, Turkey is not satisfied with Greenberg's performance, Turkey may, at its sole discretion, terminate this Agreement according to the terms stated herein.
- 8. Privileged Information: Greenberg will use all permissible efforts to protect privileged communications or other confidential information developed by it or provided to it by Turkey during the term of this Agreement. This obligation shall survive the termination of this Agreement and any renewals for a period of not less than two years. Upon the termination of this Agreement and any renewals Turkey may request from Greenberg the return of any documents or other information provided by Turkey.
- 9. <u>Registration and Disclosure</u>: Greenberg and any subcontractors it may employ shall separately and individually comply with any and all restrictions and requirements, including filing and other disclosure, of the Foreign Agents Registration Act, the Lobbying Disclosure Act, the Ethics Reform Act of 1989, the Foreign Corrupt Practices Act, the Honest Leadership and Open Government Act, and other applicable laws and regulations of the United States and the District of Columbia.
- 10. <u>Conflicts</u>: Turkey acknowledges Greenberg's breadth of practice, which may give rise to the potential that it may represent clients in unrelated matters whose interests are contrary to Turkey's. Nonetheless, even the appearance of a conflict could render unproductive the relationship contemplated by this Agreement. Therefore, Greenberg shall endeavor not only to avoid actual conflicts, but the appearance of conflicts as well. To that end, Greenberg shall comply with all applicable provisions of the District of Columbia Bar Code of Professional Conduct.

It shall also immediately assess whether it represents any clients whose interests are contrary to Turkey. If so, then it shall inform Turkey, and then Turkey and Greenberg shall work together to determine whether and how to resolve any apparent or actual conflict. Only on a case-by-case basis will Turkey acknowledge that a concurrent representation in an unrelated matter is appropriate. In order to assist in the process of identifying potential conflicts, Greenberg shall consult with the Turkish Embassy's legal counsel in identifying those issues, which, if addressed in other client matters, may present a conflict.

- 11. <u>Choice of Law</u>: This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of Turkey. The Turkish Republic courts located in Ankara, Turkey shall be the venue for resolving any dispute related to the interpretation and application of this Agreement that cannot otherwise be settled amicably by the parties.
- 12. <u>Power to Bind</u>: Absent the express written consent of Turkey, neither Greenberg nor its consultants and subcontractors have authority to bind Turkey in any manner whatsoever.

D	II Candan Valua	
By:	H.E. Serdar Kılıç	Date
	Turkish Ambassador to the United States	•
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FOR	GREENBERG TRAURIG LLP	
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Appendix 2 - Services to be Provided by Venable LLP

As a Subcontractor to
Greenberg Traurig LLP ("Greenberg") in its
Representation of the Government of Turkey
January 9, 2019

For the duration of the contract period, the subcontractor agrees to perform the following services at the direction of and in coordination with the Embassy of Turkey ("Embassy") and Greenberg (Team Leader):

- 1. Participate in weekly strategic planning sessions with Greenberg, other subcontractors and the Embassy to develop and fine tune an advocacy plan for the Executive and Legislative Branches in support of the Government of Turkey.
- 2. Carry out assignments, as directed, to educate and reeducate elected and appointed policymakers and opinion leaders about the Republic of Turkey, its strong friendship and continued support of United States diplomatic, foreign policy and military efforts, and the important strategic bilateral relationship between the United States and Turkey.
- 3. Solicit additional membership participation in the Congressional Caucus on Turkey.
- 4. Gather information about legislative activities and oversight hearings in the House and Senate and report back regularly to the Embassy through Team Leader.
- 5. Identify legislators and opportunities for positive congressional activities in support of Turkey's strategic relationship.
- 6. Propose and participate in events at the Embassy and other venues, as directed, in support of the advocacy plan.
- 7. Work with the Embassy's public relations team to identify opportunities for participation by the Ambassador and Embassy staff in conferences, speaking engagements, policy discussions, and other events to project Turkey's image and interests in Washington, DC.